

## **REMARKS**

Claims 1-34 were pending at the time of examination. Claims 1, 13, 14 and 28 have been amended. No claims have been cancelled. The applicants respectfully request reconsideration based on the foregoing amendments and these remarks.

### **Claim Rejections – 35 U.S.C. § 102**

Claims 1-34 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2002-0091533 to Ims et al. (hereinafter Ims). The applicants respectfully traverse the rejection for the following reasons.

Claim 1 has been amended to more clearly specify some features of the invention and how it distinguishes from Ims. Claim 1, as amended recites:

“(a) providing a message routing network for exchanging application-level messages between services, said message routing network being built on an open platform overlaying a public network and managing a plurality of services, each of said services being accessible by a plurality of services according to properties and permissions associated with each service in said plurality of services;

(b) invoking a first service among the plurality of services during a logical routing of an application-level message in said message routing network, said logical routing allowing said first service to act on said message without said message being physically delivered to said first service over said public network, said first service invocation having a first context; and

(c) invoking a second service among the plurality of services during said logical routing of said message in said message routing network, said logical routing allowing said second service to act on said message without said message being physically delivered to said second service over said public network, said second service invocation having a second context that is defined at least in part by said first service.”

That is, the message routing network is built on an open platform that overlays a public network (such as the Internet), and manages a plurality of service. Each of these services is accessible by the other services “according to properties and permissions associated with each service in the plurality of services.”

In contrast, Ims describes a method and system of doing business using automated electronic business services, in which “a group of trading partners has agreed on how services and information should be exchanged for a particular e-business service” and in which “preferably, TPAs have been created to define the roles and parameters of the agreement” (paragraph [0064]). That is, rather than being built on an open platform that overlays a public network, as specified in claim 1, where any service is available to the other services, Ims is a

“closed system” that requires pre-determined agreements, such as Trading Partner Agreements, between a limited number of business partners, and that define the roles of each partner in the e-business system.

Furthermore, steps (b) and (c) of claim 1 specify that the services are invoked “during a **logical routing** of an application–level message” and that this logical routing allows the first and second services, respectively, to act on the message without the message being physically delivered to the service. As can be seen in the specification in paragraphs [1087] – [1095] as well as in several other places throughout the specification, this logical routing enables a service to modify the routing of the message or modify the context of the message before physical delivery of the message to the next service. That is, the physical routing of an application-level message is a subset of the logical routing of the application-level message. It is respectfully submitted that no logical routing of this type occurs in Ims, and that all messages in Ims are physically sent between different computers or computer systems to be fulfilled or otherwise operated on by the various business partners.

Lastly, step (c) of claim 1 specifies that the second context “is defined at least in part by said first service.” It is respectfully submitted that none of the services in Ims **define** contexts themselves. On the contrary, all the operations and contexts in Ims are defined and controlled by the pre-determined agreements (e.g., the TPAs) between the various partners in the business process in question. The clients in Ims merely follow these pre-determined rules and act accordingly, which is again a consequence of the closed system of Ims as opposed to the open system of the applicants’ invention. For at least these reasons it is respectfully submitted that the rejection of claim 1 under 35 U.S.C. § 102(e) is improper and should be withdrawn.

Claims 2-12 all depend from claim 1, and are therefore neither anticipated nor rendered obvious for at least the reasons discussed above with respect to claim 1, and the rejections of claims 2-12 should be withdrawn.

Claim 13 is a *Beauregard* claim corresponding to claim 1, and is neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejection of claim 13 should be withdrawn.

Claim 14 is a system claim with limitations similar to the limitations of claim 1, and was rejected with the same rationale as claim 1. Claim 14 is therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejection of claim 14 should be withdrawn.

Claims 15-27 all depend from claim 14, and are therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 14, and the rejections of claims 15-27 should be withdrawn.

Claim 28 is a method claim directed to a message routing method and contains limitations similar to the limitations of claim 1. Claim 28 is therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 1, and the rejection of claim 14 should be withdrawn. Furthermore, claim 28 explicitly specifies that the first service can only receive logical delivery of an application level message, which further distinguishes from Ims, in which all services can only receive physical delivery of the messages.

Claims 29-34 all depend from claim 28, and are therefore neither anticipated nor obvious for at least the reasons discussed above with respect to claim 28, and the rejections of claims 29-34 should be withdrawn.

### **Conclusion**

The applicants believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at the telephone number set out below.

Respectfully submitted,  
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